

607

250 l. sterling yearly, payable quarterly, during the continuance of this contract, and which shall be in lieu of wharfage on goods landed from or taken on board said vessels at that port or harbour. It is, however, provided that the contractors shall be paid at their option, either by bills at 60 days' sight, or at the days of payment hereinbefore mentioned, at St. John's, Newfoundland, in sovereigns, or, if the Newfoundland Government should prefer it, in Newfoundland currency, equal to sovereigns, should payment in sovereigns be required.

13. That the service under this contract shall commence, as well as the stipend aforesaid, in the month of January in the year 1859, and shall continue in force for the period of one year certain.

14. And it is also agreed between the said parties, that (excepting any notice of determination of this contract as hereinafter provided for), all other notices or directions which the Governor of Newfoundland or the Colonial Secretary, officers or other persons are hereby authorised and empowered to give to the contractors, their officers, servants, or agents, may, at the option of the Governor or the Colonial Secretary, officers, agents, or other persons, be either delivered to the master or commander or other officer, agent, or servant of the contractors, in the charge or management of any vessel to be or while employed in the performance of this contract, or be left at the last known place of business or abode at St. John's, Portland, Boston, New York, England, or Ireland, of the contractors, and any notices or directions so given or left, shall be as binding on the contractors as if duly served upon or left with him or them.

15. That a suitable steam-boat shall run, at the expense of the said contractors, between the ports of Liverpool, in England, and Galway, in Ireland, in connexion with the said line, at such times as may be considered most convenient for the completion of the communication by steam between the said island of Newfoundland and Liverpool, and the safe conveyance of passengers and freight by that means during the existence of this contract.

16. That in consideration of the said Atlantic Royal Mail Steam Navigation Company (Limited), having entered into this contract for one year only, the said John Kent, as such Colonial Secretary, on behalf of the said Government of Newfoundland, doth hereby agree and covenant with the said Company, that the said Government shall use its best endeavours to obtain the sanction of the Legislature of the said colony of Newfoundland and the Imperial Government to a continuance of the same said subsidy of the said sum of 13,000 l., payable in manner aforesaid, and that in case such sanction shall be obtained, then the said parties hereto mutually covenant with each other that this contract, after the expiration of the said period of one year, shall be extended and continued in force for a further period of four years certain, during which extended period this agreement shall remain in force.

17. And it is understood between the said parties hereto, that the Imperial Government shall approve of this contract.

18. And lastly, for the due and faithful performance of all and singular the covenants, conditions, provisions, clauses, and articles hereinbefore contained, which on the part and behalf of the contractors are, or ought to be observed, performed, fulfilled, or kept, the said Atlantic Royal Mail Steam Navigation Company (Limited), and the members thereof, do hereby bind themselves, and each other, unto our Sovereign Lady the Queen, in the sum of 2,500 l. of lawful British money to be paid to our said Lady the Queen, Her Heirs and Successors, by way of stipulated or ascertained damages, agreed upon between the said John Kent on behalf of the said Government, and the said Atlantic Royal Mail Steam Navigation Company (Limited), (over and above any other sum or sums of money, if any, which may be payable), in case of the failure of the said Company in the due execution of this contract, or in any part thereof: Provided further that the Governor of Newfoundland shall have the right and power to determine this contract, on giving six months' notice in writing for any breach hereof on the part of the said contractors.

In witness whereof the said Atlantic Royal Mail Steam Navigation Company (Limited), hath, by its lawfully appointed attorney or agent, the Right Honourable William Coultts Keppel, commonly called Viscount Bury, Member of the Imperial Parliament, set its seal and signature, and the said John Kent, for and on behalf of Her Majesty Queen Victoria, Her Heirs and Successors, hath here-